

A G R E E M E N T

This is an agreement made this                      day of November                      , 1976, by and between THE SHRINERS HOSPITAL FOR CRIPPLED CHILDREN, CHARLES RIVER PARK, Inc., CHARLES RIVER PARK "A" Inc., SEON P. BONAN, JANET BONAN, THEODORE J. SHOOLMAN, JEROME L. RAPPAPORT, ARTHUR RAPPAPORT, and SANDRA SOMMER, as they are general partners of the following Massachusetts limited partnerships: CHARLES RIVER PARK "B" COMPANY, CHARLES RIVER PARK "C" COMPANY, CHARLES RIVER PARK "D" COMPANY, CHARLES RIVER PARK "E" COMPANY and CHARLES RIVER PLAZA COMPANY, RIVER PARK PHARMACY, Inc., B&B DRUG CO. Inc., d/b/a MELVIN and BADGER, DRUGGISTS, CHARLES RIVER OPTICIANS, Inc., CHARLES PLAZA FLORISTS, Inc., THE SHOE BAR, Inc., and JOSEPH C. BURRONE, d/b/a CASA BURRONE, all of whom maintain usual places of business in Boston, Massachusetts, (hereinafter referred to collectively, from time to time, as "the plaintiffs")

and

the BOSTON REDEVELOPMENT AUTHORITY, (BRA) a body corporate and politic organized under the laws of Massachusetts, with a usual place of business in Boston, Massachusetts; WALTER K. WINCHESTER and JOHN R. GALLAGHER, as they are general partners of Blackstone Company, a Massachusetts limited partnership with a usual place of business in Boston, Massachusetts, and CHARLES A. J. THEODORE, WILLIAM KRAMER, CHARLES G. COOK, Jr., PASQUALE DIGIULIO, JAMES COSGRAVE, RAYMOND D. CARAVATY, ELLIS GOLDMAN, EDWARD HACKETT, SANFORD KAPLAN, FREDERICK L. SANFORD, Jr., and JOSEPH SNEIDER, as they are members of the STATE BUILDING CODE APPEALS BOARD (SBCAB).



W I T N E S S E T H

1. The parties are severally engaged in the following lawsuits:

SHRINERS HOSPITAL FOR CRIPPLED CHILDREN, et al  
v. BRA, et al  
Suffolk Superior Court No. 10324

RIVER PARK PHARMACY, INC. v. BRA,  
Suffolk Superior Court No. 10327

BONAN, et al v. BRA,  
Suffolk Superior Court No. 10669

SHRINERS HOSPITAL FOR CRIPPLED CHILDREN, et al  
v. STATE BUILDING CODE APPEALS BOARD  
Suffolk Superior Court No. 13794

2. The parties desire to compromise and settle their differences and to terminate the several suits on a mutually agreed basis.

3. Therefore, in consideration of the mutual promises contained herein, and for other valuable consideration, the parties agree as follows:

A. In the cases of SHRINERS HOSPITAL FOR CRIPPLED CHILDREN, et al v. BRA, et al, Suffolk Superior Court No. 10324 and RIVER PARK PHARMACY, INC. v. BRA, Suffolk Superior Court No. 10327,

- i. The plaintiffs agree to withdraw their applications for further appellate review, without prejudice to raising similar issues in connection with (A) other BRA activities on parcels other than the Blackstone School parcel; and (B) any project on the Blackstone School parcel other than that project described in Paragraph 3.A.iv. infra.
- ii. The plaintiffs agree that they will not directly or indirectly seek judicial review of the BRA



vote described in paragraph 3(A)(iv) provided it is adopted and entered as therein recited;

- iii. the vote of the Boston Redevelopment Authority of September 25, 1975, be and hereby is quashed;
- iv. the Boston Redevelopment Authority agrees to adopt and enter on its records the following Vote at the earliest possible date following the date of the execution hereof.

"VOTED: That the Document presented to the Boston Redevelopment Authority at its meeting of September 25, 1975, entitled 'Report and Decision of the Application of the Blackstone Company, for approval of a Redevelopment Project and Consent to the formation of the Blackstone Company' be and hereby is adopted, subject to the following conditions:

- a) The tower element of the proposed Blackstone Building will be located as shown on the plans dated July 16, 1975. Any changes made on the first floor of the building shall not encroach upon the Shriners Hospital for Crippled Children.
- b) The use of the Blackstone Building shall be restricted to dwelling units and ancillary facilities. Commercial, retail or office uses are expressly not permitted in the building or on the site.
- c) The number of dwelling units on the site shall not exceed one hundred and forty-five (145).
- d) The building shall not exceed 94' in height, measured from the sidewalk on Blossom Street (Boston City Base, average elevation along Blossom Street property line, i.e., 18'9") to the top of the parapet.



- e) The building shall not exceed eleven (11) stories.
- f) The building parapet will not exceed a height of 2'2".
- g) The elevator penthouse will not exceed a height of 16'0" above the parapet. The exterior staircase housing at the northwest corner of the building will not exceed a height of 7' above the parapet. The parapet's two fire walls are to be reduced in impact by cutting off the northern extension of the two walls at an angle of 45 degrees.
- h) The exterior roofing surface of the building will be of such a color that it will not show rust or other deterioration. No cooling tower will be on the roof. Exhaust fans are to be approximately 40" in width by 50" in length and approximately 2'2" in height and are to be of brushed aluminum material.
- i) Only such deviations from the State Building Code as were allowed by the State Building Code Appeals Board by its decision of March 16, 1976 shall be permitted for this project. The plans shall be revised so as to bring them into conformity with the State Building Code except as varied by the State Building Code Appeals Board in its said decision.
- j) To the extent that these conditions, especially as they relate to the dimensions, scale, density or use of the Blackstone parcel or the proposed building, obviate the need for any of the zoning deviations recommended in the aforesaid "Report and Decision", then the project plans will accordingly be revised to reflect that obviation."



v. The parties agree to bear their own costs.

vi. The plaintiffs agree that they will not directly or indirectly contest or seek judicial review of any of the following proceedings which may be initiated by Blackstone Company in order to construct the Blackstone Building in accordance with the description set forth in Paragraph 3.A.iv.supra:

(a) any supplementary proceedings (including without limitation any amendments to previously-filed environmental impact reports) necessary in order to reflect the modifications specifically listed in said Paragraph 3.A.iv;

(b) petitions for approval of curb cuts and curb removals;

(c) petitions for connections to the municipal sewer system;

(d) petitions to the City of Boston, Committee on Licensing to obtain permission for the parking of motor vehicles under cover;

(e) securing of building permit and certificate of occupancy.

B. Bonan, et al v. BRA, Suffolk Superior Court No. 10669 shall be terminated by the entry of a voluntary stipulation of dismissal in the form attached hereto, incorporated herein and marked "A", each party bearing its own costs.

C. Shriners Hospital for Crippled Children, et al v. State Building Code Appeals Board, et al, Suffolk Superior Court No. 13794, shall be terminated by the entry of a voluntary stipulation of dismissal in the form attached hereto, incorporated herein, and marked "B", each party bearing its own costs.



D. In order to minimize damage to the buildings owned by the parties Plaintiff surrounding the Blackstone parcel, the Regina Cleri Home for Retired Priests, or to fragile medical or surgical equipment at the Shriners Hospital for Crippled Children, Blackstone Company agrees as follows:

i. that, before commencing to install the Franki piles, they will retain Haley & Aldrich, Inc., 238 Main Street, Cambridge, Massachusetts, for the purpose of establishing a program for monitoring of the driving of the Franki piles;

ii. that Haley & Aldrich, Inc. shall determine the existing ambient ground vibrations; should that level of vibrations be exceeded because of pile driving in any area of the Shriners Hospital for Crippled Children where such an excess would be harmful to the Hospital's work, patients or equipment in the opinion of Haley & Aldrich, Inc., then the pile causing the excess vibration shall be preaugered;

iii. that, if the vibrations of any pile driving exceeds the limits provided by the State Building Code, or exceeds 2" per second as determined by Haley & Aldrich, Inc., at the site of any buildings owned by any of the Plaintiffs, and the Regina Cleri Home for Retired Priests, the pile causing the excess vibration shall be preaugered;

iv. The schedule for any construction activities relating particularly but not limited to the driving of the Franki piles, which may produce vibrations, noise, or other pollutants, which could interfere



with the use of sensitive equipment, or the operation of the Hospital, shall be disclosed reasonably in advance to Dr. Salvatore Russo, Administrator of the Hospital, or his successor, in order to permit him to take steps to protect Hospital equipment and facilities from interference, provided however, that in no event shall Blackstone Company be required to alter or reschedule any construction activities unless Haley & Aldrich, Inc. is of the opinion that such alteration or rescheduling is necessary in order to protect said Hospital equipment and facilities from such interference.

E. (i) No general or limited partner of Blackstone Company shall be personally liable for the performance of any of the obligations of Blackstone Company hereunder and any claims hereunder shall be satisfied from the assets of Blackstone Company.

(ii) No general or limited partner of Charles River Park "B", "C", "D" or "E" Companies or Charles River Park Company shall be personally liable for the performance of any of their respective obligations hereunder and any claims hereunder shall be satisfied from the assets of the Company against which such claim is proven.

F. The parties agree that they will execute or cause to be executed any documents necessary to the accomplishment of their obligations under this agreement. Execution of documents by or on behalf of the BRA or SBCAB shall be a representation by BRA and SCAB that the persons signing on their behalf are authorized to do so. Execution of documents by or on behalf of any other party hereto shall be a representation by the signatory or signatories that such execution is duly authorized.



G. Blackstone Company agrees that it will cause the least possible interference with through traffic on Blossom Street and that, in any event, no more than one-half the driving width of the north bound lane of Blossom Street shall be blocked to traffic at any one time.

H. The parties shall, concurrently with the execution of this Agreement execute the several releases attached hereto and made a part hereof.

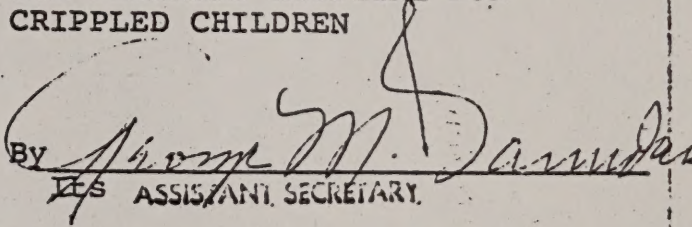
I. This agreement shall inure to and be binding on each of the parties and on each of their successors and assigns.

J. This agreement shall be executed in seven counterparts each of which shall have the full force and effect of an original for all purposes.

Witnessed by:

THE SHRINERS HOSPITAL FOR  
CRIPPLED CHILDREN

BY

  
ASSISTANT SECRETARY



Witnessed by

*Daniel B. Lohr*

CHARLES RIVER PARK, Inc.

By

its

CHARLES RIVER PARK "A", Inc.

By

its

CHARLES RIVER PARK "B" CO.

By

General Partner

CHARLES RIVER PARK "C" CO.

By

General Partner

CHARLES RIVER PARK "D" CO.

By

General Partner

CHARLES RIVER PARK "E" CO.

By

General Partner

*Daniel B. Lohr*

*Daniel B. Lohr*

*Daniel B. Lohr*

*Daniel B. Lohr*

*Daniel B. Lohr*



Witnessed by

*Daniel B. Rhor*

*Daniel B. Rhor*

*James M. Regan*

*James M. Regan*

*James M. Regan*

*James M. Regan*

CHARLES RIVER PLAZA CO.

By

*[Signature]*  
General Partner

UPPER PHARMACY, INC., SUCCESSOR TO  
RIVER PARK PHARMACY, Inc.

By

*[Signature]*  
its Treasurer

B&B DRUG CO., Inc.

By

*[Signature]*  
its PRESIDENT

CHARLES RIVER OPTICIANS, Inc.

By

*[Signature]*  
its PRESIDENT

CHARLES PLAZA FLORISTS, Inc.

By

*[Signature]*  
its PRESIDENT

THE SHOE BAR, Inc.

By

*[Signature]*  
its PRESIDENT



Witnessed by

*James M. Ryan*

JOSEPH C. BURRONE, d/b/a  
CASA BURRONE

By *Joseph C. Burrone*  
OWNER

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Director

STATE BUILDING CODE APPEALS BOARD

By \_\_\_\_\_  
Chairman

BLACKSTONE COMPANY

*James M. O'Shea*

*James M. O'Shea*

By *Walter K. Winchester*  
Walter K. Winchester as  
General Partner

*John R. Gallagher*  
John R. Gallagher as  
General Partner



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS:

SUPERIOR COURT  
CIVIL ACTION  
NO. 10669

.....  
SEON P. BONAN,  
JEROME LYLE RAPPAPORT, and  
THEODORE J. SHOOLMAN, as they are  
General Partners of  
CHARLES RIVER PARK "D" COMPANY,  
a Massachusetts limited partnership,  
and CHARLES RIVER PARK, INC.

VOLUNTARY STIPULATION  
OF DISMISSAL

vs.

BOSTON REDEVELOPMENT AUTHORITY  
.....

Pursuant to Mass. R. Civ. P. 41(a)(1)(ii), the parties stipulate that this action, complaint and counterclaim be dismissed, with prejudice, without costs, all rights of appeal being waived.

SEON P. BONAN, et al

By their attorneys,

WITHINGTON, CROSS, PARK & GRODEN

By  
73 Tremont Street  
Boston, Massachusetts 02108  
Tel. 227-0185

BOSTON REDEVELOPMENT AUTHORITY,

By its attorney,

Edward J. Lonergan  
Assistant General Counsel  
Boston Redevelopment Authority  
One City Hall Square  
Boston, Massachusetts 02108  
Tel. 722-4300



COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT

SUFFOLK, SS:

NO. 13794

.....  
THE SHRINERS' HOSPITAL FOR CRIPPLED  
CHILDREN and CHARLES RIVER PARK, INC.,

Plaintiffs

vs.

STATE BUILDING CODE APPEALS BOARD,  
et al

Defendants  
.....

VOLUNTARY STIPULATION  
OF DISMISSAL

Pursuant to Mass. R. Civ. P. 41(a)(1)(ii), the parties  
stipulate that this action be dismissed with prejudice, without  
costs, all rights of appeal being waived.

THE SHRINERS' HOSPITAL FOR  
CRIPPLED CHILDREN, et al

By their attorneys,

WITHINGTON, CROSS, PARK & GRODEN

By

\_\_\_\_\_  
73 Tremont Street  
Boston, Massachusetts 02108  
Tel. 227-0185

\_\_\_\_\_  
Robert Gardiner Wilson, III  
19 Congress Street  
Boston, Massachusetts 02109  
Tel. 523-0148



-2-

STATE BUILDING CODE APPEALS BOARD

By its attorney,

---

Edward J. McCormack, III  
Office of the Attorney General  
Commonwealth of Massachusetts  
One Ashburton Place  
Boston, Massachusetts 02108  
Tel. 727-2232

WALTER K. WINCHESTER and  
JOHN R. GALLAGHER,

By their attorneys,

GASTON SNOW & ELY BARTLETT

By

---

Philip S. Lapatin  
One Federal Street  
Boston, Massachusetts 02110  
Tel. 426-4600



GENERAL RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned jointly and severally hereby remise, release, and forever discharge, Walter K. Winchester and John R. Gallagher, individually and as general partners of Blackstone Company, a Massachusetts Limited Partnership, of and from all debts, demands, actions, suits, agreements, damages, and any and all claims, demands, and liabilities whatsoever, of every name and nature, both in law and in equity, which, against the said parties, or their successors and assigns, any of the undersigned now has or ever had from the beginning of the world until this date, and more specifically in connection with all claims arising in or derived from Shriners Hospital for Crippled Children v. BRA, Suffolk Superior Court, No. 10324; River Park Pharmacy, Inc. v. BRA, Suffolk Superior Court, No. 10327; and Shriners Hospital for Crippled Children v. State Building Code Board of Appeals, Suffolk Superior Court No. 13794.

In Witness Whereof, the undersigned have hereunto set their hands and seals this                      day of                      , 1976.

THE SHRINERS HOSPITAL FOR CRIPPLED  
CHILDREN

Witnessed by:

Paul E. Ibach

By Norm M. Dandrea  
Its ASSISTANT SECRETARY

CHARLES RIVER PARK, INC.

Witnessed by:

Donald B. Foster

By J. J. M. M.  
Its



Witnessed by:

Daniel B. Lakov

CHARLES RIVER PARK "A", INC.

By

Its

Witnessed by:

Daniel B. Lakov

CHARLES RIVER PARK "B" CO.

By

General Partner and  
individually

Witnessed by:

\_\_\_\_\_

By

General Partner and  
individually

Witnessed by:

\_\_\_\_\_

By

General Partner and  
individually

Witnessed by:

\_\_\_\_\_

By

General Partner and  
individually

Witnessed by:

\_\_\_\_\_

By

General Partner and  
individually

Witnessed by:

\_\_\_\_\_

By

General Partner and  
individually

Witnessed by:

Daniel B. Lakov

CHARLES RIVER PARK "C" CO.

By

General Partner and  
individually



CHARLES RIVER PARK "C" CO.

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

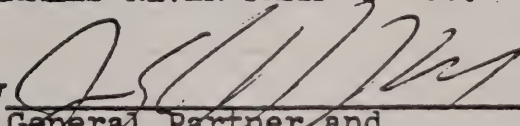
---

By \_\_\_\_\_  
General Partner and  
individually

CHARLES RIVER PARK "D" CO.

Witnessed by:

---

By  \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

---

By \_\_\_\_\_  
General Partner and  
individually

Witnessed By:

---

By \_\_\_\_\_  
General Partner and  
individually



CHARLES RIVER PARK "D" CO.

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

CHARLES RIVER PARK "E" CO.

Witnessed by:

By

~~General Partner and  
Individually~~

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually



CHARLES RIVER PLAZA CO.

Witnessed by:

Daniel B. Koko

By

~~General Partner and  
Individually~~

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

UPDAW PHARMACY, INC., SUCCESSOR TO  
RIVER PARK PHARMACY, INC.

Witnessed by:

Witnessed by:  
*Daniel B. Fehr*

By

Its Treasurer

B&B DRUG CO., INC.

Witnessed by:

Witnessed by: James M. Regan

By

Its

pres.

Witnessed by:

James M. Regan

CHARLES RIVER OPTICIANS, INC.

By Philip L. Ballin  
Its President

Witnessed by:

James M. Regan

CHARLES PLAZA FLORISTS, INC.

By Bruce W. ...  
Its President

Witnessed by:

James M. Regan

THE SHOE BAR, INC.

By Al ...  
Its President

Witnessed by:

James M. Regan

JOSEPH C. BURRONE, d/b/a  
CASA BURRONE

By Joseph C. Burrone  
Owner



GENERAL RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby remise, release and forever discharge the Shriners Hospital for Crippled Children; Charles River Park, Inc; Charles River Park "A", Inc.; Seon P. Bonan, Janet Bonan, Theodore J. Shoolman, Jerome L. Rappaport, Arthur Rappaport and Sandra Sommer, individually and as they are general partners of the following Massachusetts limited partnerships: Charles River Park "B" Company, Charles River Park "C" Company, Charles River Park "D" Company, Charles River Park "E" Company, and Charles River Plaza Company; River Park Pharmacy, Inc., B&B Drug Co., Inc; Charles River Opticians, Inc; Charles Plaza Florists, Inc.; The Shoe Bar, Inc.; and Joseph C. Burrone, d/b/a Casa Burrone, of and from all debts, demands, actions, suits, agreements, damages, and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and equity which, against the said parties, or their successors or assigns, the undersigned now have or ever had from the beginning of the world to this date, and more especially in connection with all claims arising in or derived from Shriners Hospital for Crippled Children v. BRA, Suffolk Superior Court, No. 10324; River Park Pharmacy, Inc. v. BRA, Suffolk Superior Court, No. 10327; and Shriners Hospital for Crippled Children v. State Building Code Board of Appeals, Suffolk Superior Court, No. 13794.

In Witness Whereof, the undersigned have hereunto set their

-2-

hands and seals this

day of , 1976.

BLACKSTONE COMPANY

Witnessed by:

By  
Walter K. Winchester, as  
General Partner and  
individually

Witnessed by:

John R. Gallagher, as  
General Partner and  
individually



SPECIAL RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby releases, remises, and forever discharges the Shriners Hospital for Crippled Children; Charles River Park, Inc.; Charles River Park "A", Inc.; Seon P. Bonan, Janet Bonan, Theodore J. Shoolman, Jerome L. Rappaport, Arthur Rappaport and Sandra Sommer, individually and as they are general partners of the following Massachusetts limited partnerships: Charles River Park "B" Company, Charles River Park "C" Company, Charles River Park "D" Company, Charles River Park "E" Company, and Charles River Plaza Company; River Park Pharmacy, Inc., B&B Drug Co., Inc.; Charles River Opticians, Inc.; Charles Plaza Florists, Inc.; The Shoe Bar, Inc.; and Joseph C. Burrone, d/b/a Casa Burrone, of and from all claims or demands arising in or derived from Shriners Hospital for Crippled Children v. BRA, Suffolk Superior Court No. 10324; River Park Pharmacy, Inc. v. BRA, Suffolk Superior Court No. 10327, and Bonan v. BRA, Suffolk Superior Court No. 10669.

In Witness Whereof, the undersigned has hereunto set its hand and seal this                      day of                      , 1976.

BOSTON REDEVELOPMENT AUTHORITY

Witnessed by: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

SPECIAL RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby releases and remises and forever discharges the BOSTON REVEVELOPMENT AUTHORITY of and from all claims or demands arising in or derived from Shriners Hospital for Crippled Children v. BRA, Suffolk Superior Court No. 10324; River Park Pharmacy, Inc. v. BRA, Suffolk Superior Court No. 10327, and Bonan v. BRA, Suffolk Superior Court No. 10669.

In Witness Whereof, the undersigned have hereunto set their hands and seals this                      day of                      , 1976.

THE SHRINERS HOSPITAL FOR  
CRIPPLED CHILDREN

Witnessed by:

Paul E. Stock

By George M. Drankos  
Its ASSISTANT SECRETARY

CHARLES RIVER PARK, INC.

Witnessed by:

Daniel B. Fehon

By J. S. [Signature]  
Its 20

CHARLES RIVER PARK "A", INC.

Witnessed by:

Daniel B. Fehon

By J. S. [Signature]  
Its 21



By

By

By

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

General Partner and  
individually

CHARLES RIVER PARK "C" CO.

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

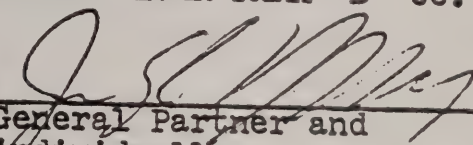
Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

CHARLES RIVER PARK "D" CO.

Witnessed by:

Daniel B. Lakov

By   
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually



CHARLES RIVER PARK "D" CO.

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

Daniel B. Lakor

CHARLES RIVER PARK "E" CO.

By [Signature]  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

Daniel B. Lakor

By [Signature]  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

Witnessed by:

By \_\_\_\_\_  
General Partner and  
individually

CHARLES RIVER PLAZA CO.

Witnessed By:

Daniel B. Loh

By

Mr. J. M. May  
General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

General Partner and  
individually

Witnessed by:

By

URGEN PHARMACY, INC., SUCCESSOR TO  
RIVER PARK PHARMACY, INC.

[Signature]  
Its  
Treasurer



Witnessed by:

James M. Regan

B&B DRUG CO., INC.

By

Its

Robert Allen  
pres.

Witnessed by:

James M. Regan

By

Its

Philip I. Bellin  
president

Witnessed by:

James M. Regan

By

Its

Barry V. Vain  
President

Witnessed by:

James M. Regan

THE SHOE BAR, INC.

By

Its

Ed Kell  
pres

Witnessed By:

James M. Regan

JOSEPH C. BURRONE, d/b/a  
CASA BURRONE

By

Its

Joseph C. Burrone  
owner

EXECUTIVE SESSION

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: WEST END - BLACKSTONE SCHOOL SITE

-----

On September 25, 1975, the Authority adopted a Report and Decision on the Application of the Blackstone Company for the approval of a project under the provisions of G.L., C. 121A, whereby an elderly housing project would be constructed on the so-called Blackstone School Site in the West End. On October 2, 1975, the Authority authorized the acceptance of a deed from the Public Facilities Department of the City of Boston, which deed is to contain therein a stipulation regarding the voluntary reconveyance by the Authority if a closing does not occur within sixty (60) days of the execution of said deed. On the same date, the Blackstone Company was finally designated as developer of said parcel. The Authority's actions with respect to the approval of the Report and Decision were challenged by the Charles River Park Company and other West End developers and the matter is pending before the Supreme Judicial Court.

A settlement agreement has been proposed to the Authority by all other parties to the pending litigation. A copy of the proposed agreement is attached for your convenience. The proposal basically consists of the following points:

(a) The project would be reduced from 176 units in fourteen stories with fourteen thousand square feet of commercial spaces to 145 units in eleven stories.

(b) The pending matter of Charles River Park, et als vs. Boston Redevelopment Authority, et als will be dismissed, but the plaintiffs will not object to the Authority's pending appeal in the Supreme Judicial Court regarding the Authority's power to grant deviations from the State Building Code. Although the Supreme Judicial Court may refuse to decide this issue because there may no longer be a "case or controversy", our attorneys will request that the court determine the issue because it is a question of public importance seriously affecting existing and proposed 121A projects.

(c) The cross actions between the Authority and the West End developers regarding the unauthorized use of land for storage purposes will be dismissed and the Authority will receive \$10,000.00 from Messrs. Winchester and Gallagher at the time of closing as payment for past use and occupancy charges. No further use of the land in question will be permitted without compensation.



The Authority has been informed by Messrs. Winchester and Gallagher that the MHFA has the present ability and willingness to finance the project as modified but that time is of the essence. Accordingly, the project's viability is threatened by continued litigation.

It is recommended that the proposed settlement be approved.

The Chief General Counsel has reviewed the proposed settlement and he does not deem the addition of conditions to the original Report and Decision to constitute a fundamental change. Revised plans reflecting the proposed settlement have been reviewed and approved by the Urban Design staff.

In order to effect the settlement agreement and expedite the development of the project as modified, it is appropriate that the following votes be adopted:

VOTED: That upon the receipt from Charles River Park, Inc., of a release of any and all right, title and interest it may have in and to the disposition parcel known as the Blackstone School site, or any portion thereof, upon which the Blackstone elderly housing project is to be constructed, the Director be and is hereby authorized to execute and deliver a settlement agreement by and among the Authority and the several other parties involved in the matters of Shriners Hospital For Crippled Children, et al v. Boston Redevelopment Authority, et al, Suffolk Superior Court, C.A. 10324, River Park Pharmacy, Inc., et al v. Boston Redevelopment Authority, et al, Suffolk Superior Court, C.A. No. 10327, Bonan, et al v. Boston Redevelopment Authority, Suffolk Superior Court, C.A. 10669 and Shriners Hospital For Crippled Children, et al v. State Building Code Appeals Board, Suffolk Superior Court, C.A. 13794, in substantially the form of the agreement attached hereto. The Director is further authorized to execute and deliver any and all other instruments or documents and to take all other action necessary or appropriate to implement the obligations of the Authority thereunder.

FURTHER VOTED: That the Authority hereby adopts, ratifies and confirms the Document submitted to it on September 25, 1975, entitled "Report and Decision on the Application for Authorization and Approval of a Project Under Chapter



121A of the General Laws of Massachusetts (Ter. Ed.), As Amended and Chapter 652 of the Acts of 1960, As Amended and for Consent to the Formation Pursuant to Said Chapter 121A of an Urban Redevelopment Limited Partnership Under the Name of the Blackstone Company for the Purpose of Undertaking and Carrying out the Project", subject only to the following conditions:

- a) The tower element of the proposed Blackstone Building will be located as shown on the plans dated July 16, 1975. Any changes made on the first floor of the building shall not encroach upon the Shriners Hospital For Crippled Children.
- b) The use of the Blackstone Building shall be restricted to dwelling units and ancillary facilities. Commercial, retail or office uses are expressly not permitted in the building or on the site.
- c) The number of dwelling units on the site shall not exceed one hundred and forty-five (145).
- d) The building shall not exceed 94' in height, measured from the sidewalk on Blossom Street (Boston City Base, average elevation along Blossom Street property line, i.e., 18'9") to the top of the parapet.
- e) The building shall not exceed eleven (11) stories.
- f) The building parapet will not exceed a height of 2'2".
- g) The elevator penthouse will not exceed a height of 16'0" above the parapet. The exterior staircase housing at the northwest corner of the building will not exceed a height of 7' above the parapet. The parapet's two fire walls are to be reduced in impact by cutting off the northern extension of the two walls at an angle of 45 degrees.
- h) The exterior roofing surface of the building will be of such a color that it will not show rust or other deterioration. No cooling tower will be on the roof. Exhaust fans are to be approximately 40" in width by 50"



in length and approximately 2'-2" in height and are to be of brushed aluminum material.

- i) Only such deviations from the State Building Code as were allowed by the State Building Code Appeals Board by its decision of March 16, 1976 shall be permitted for this project. The plans shall be revised so as to bring them into conformity with the State Building Code except as varied by the State Building Code Appeals Board in its said decision.
- j) To the extent that these conditions, especially as they relate to the dimensions, scale, density or use of the Blackstone parcel or the proposed building, obviate the need for any of the zoning deviations recommended in the aforesaid "Report and Decision", then the project plans will accordingly be revised to reflect that obviation.
- k) To the extent that these conditions have caused changes in the financial projections for the Blackstone Project as set forth in a revised Application for Mortgage Financing submitted to Massachusetts Housing Finance Agency on August 11, 1976, a copy of which Application has been submitted to the Authority, such changes are hereby approved.

FURTHER VOTED: That the Authority finds that none of the foregoing conditions constitutes fundamental changes in the type or character of the said Blackstone Project. The Authority further finds that the changes to be made to the Blackstone Project pursuant to the foregoing conditions will not cause any significant damage to the environment as defined by Chapter 30, Section 61 of the General Laws, and finds that no further action need be taken in this regard.

